

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 13, 2013 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** an Interlocal Agreement with Hendry County ("Participant") allowing for interoperable communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System ("System").

**Summary:** This Interlocal Agreement provides the conditions under which the Participant can program into its radios and utilize the countywide and EMS common talk groups for certain types of inter-agency communications. The County's system will not be utilized for routine operational communications by the Participant. The terms of the Agreement are standard and have been offered to all municipalities and local branches of federal agencies with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement. The Participant is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The term of the Agreement is for five (5) years with three (3) - five (5) year renewals. The Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. (ESS) Countywide (JM)

**Background and Justification:** This Agreement provides interoperability via use of the countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Participant will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such there is no capacity impact to the County and hence no charges associated with this Agreement.

**Attachments:**

Interlocal Agreement

Recommended By: Ann Mary Wolf 7/16/13  
Department Director Date

Approved By: [Signature] 7/14/13  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: \_\_\_\_\_ *W* 7-18-13

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

\_\_\_\_\_  
 OFMB *7/23/2013*  
*8/23/13*  
*7/23*

\_\_\_\_\_  
 Contract Development and Control  
*7-25-13*  
*B. Wheeler*

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney *7/25/13*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**AGREEMENT BETWEEN PALM BEACH COUNTY AND HENDRY COUNTY  
FOR PUBLIC SAFETY RADIO INTEROPERABILITY**

THIS AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and HENDRY COUNTY, a political subdivision of the State of Florida ("Hendry County").

WITNESSETH

WHEREAS, the County and Hendry County are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and Hendry County; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and Hendry County have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which Hendry County can access the Emergency Medical Services (EMS) and the Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately;

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**SECTION 1: PURPOSE AND DEFINITIONS**

1.01 The purpose of this Agreement is to set forth the parameters under which the County will provide access to the EMS and Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of

use and the ability of Hendry County to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

## 1.02 Definitions

1.021 Common Talk Groups: Talk groups established on the County's communications system that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

1.022 County Talk-Groups: Talk groups established on the County's communication system that are made available to county agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

1.023 Hendry County Equipment: Also known as "agency radios," are Hendry County owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's Public Safety Radio System.

1.024 EMS Talk-Groups: Talk groups established on the County's communications system that are made available for emergency service personnel to communicate with hospitals in and around Palm Beach County.

1.025 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.

1.026 Prime Site: The location of the County's SmartZone™ Controller.

1.027 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

1.028 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to system features, functions, and talk-groups.

1.029 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County. The system includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.

1.030 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations Department with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

## **SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND USAGE USE PROCEDURES**

- 2.01 The Palm Beach County Electronic Services & Security Division is charged with responsibility for administering the system. Within the Electronic Services & Security Division is a position with the title of Radio System Administrator who will be Hendry County's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.
- 2.02 The System Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.
- 2.03 Hendry County shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to Hendry County by the System Administrator. Hendry County agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

## **SECTION 3: COUNTY EQUIPMENT & RESPONSIBILITIES**

- 3.01 The County Public Safety Radio System and Microwave System consists of ten (10) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.
- 3.02 The County System and Microwave System provides County-wide portable and mobile radio coverage for the EMS and Common Talk Groups. The radio coverage for the EMS and Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

#### **SECTION 4: HENDRY COUNTY EQUIPMENT AND RESPONSIBILITIES**

- 4.01 Hendry County's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. Hendry County will be required to keep its equipment in proper operating condition and Hendry County is responsible for maintenance of its radio equipment.
- 4.02 Hendry County will only program the Common Talk Groups into its radio that are authorized by the County to Hendry County for its use. Hendry County shall **not** program talk groups of other agencies into its radios without a letter of authorization or a signed agreement from the County. The System Administrator shall be provided with all such authorization letters from cities.
- 4.03 Within 15 days of the execution of this Agreement, Hendry County is to provide the County with a list of persons/positions, which are authorized to request programming changes to existing units or new units. No programming will be undertaken by Hendry County until requested and approved in writing by the System Administrator.
- 4.04 Hendry County shall receive certain access codes to the County's System and shall be responsible to safeguard the code information from release to unauthorized parties. Hendry County shall be responsible for notifying the System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.
- 4.041 Service staff directly employed by Hendry County shall be considered authorized to receive access and programming codes for the maintenance of Hendry County's radio equipment.
- 4.042 Commercial service providers are not considered authorized to receive access or programming codes for the County system. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the service providers. These requirements must be reviewed and approved (which approval will not be unreasonably withheld) by the System Administrator prior to Hendry County executing its contract with a commercial service provider
- 4.05 Hendry County is solely responsible for the performance and the operation of Hendry County's equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Hendry County owned equipment; the County will request that Hendry County discontinue use of the specific device until the repairs are completed. The County may, at its

discretion, disable the equipment from the System after properly notifying Hendry County in writing if the device is causing interference to the System.

- 4.06 In the case of lost or stolen equipment, Hendry County will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by Hendry County to re-activate a disabled unit will also be required by e-mail or fax to the System Administrator.

#### **SECTION 5: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY HENDRY COUNTY**

- 5.01 Hendry County will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. Hendry County will provide the following information to the County:
1. Radio manufacturer and model numbers.
  2. Radio serial numbers.
  3. Requested aliases to be programmed.

The System Administrator will then compile this information and transmit back to Hendry County a matrix of the County-wide talk groups, aliases, and radio ID numbers prior to Hendry County's radios being activated on the County's System. Hendry County is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

#### **SECTION 6: COUNTY RESPONSIBILITIES**

- 6.01 The County shall be responsible for the maintenance and operation of the County System.
- 6.02 The County shall be responsible for all permitting, licensing and fees associated with the operation of the County System.
- 6.03 The County shall maintain the coverage within the County boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time during times of system failures. Hendry County shall be notified of scheduled preventative maintenance pursuant to the Policies and Procedures referenced on Attachment I hereto.

## **SECTION 7: UTILIZATION AND MONITORING OF EMS COMMON TALK GROUPS**

7.01 The EMS Talk Groups were implemented specifically for emergency medical communications between the emergency medical providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below.

### 7.011 Scenario of Usage

1. A field unit requiring communications with a hospital will request for communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
2. The Fire Rescue Dispatch Center will approve that the field unit change talk- groups to the requested Hospital talk-group.
3. The field unit will then switch to the appropriate talk-group.
4. At the conclusion of the communications, the field unit will switch back to its assigned talk group and advise the Fire Rescue Dispatch Center of its return.

7.02 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failures of their own communication system for a predetermined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Administrator. Once approved by the System Administrator, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7.03 The Common Talk Groups shall not be used for every-day routine communications, or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and



operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

- 7.04 Agencies requesting to utilize the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

#### **SECTION 8: INDEMNIFICATION AND LIABILITY**

The County makes no representations about the design or capabilities of the County's System. Hendry County has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County's System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with Hendry County, which is providing such service, and not with the other party to this Agreement.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Hendry County shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of Hendry County's negligence in connection with this Agreement, and the County shall indemnify, defend and hold harmless Hendry County against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and Hendry County waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages. The County agrees to use its best reasonable efforts to provide Hendry County with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of Hendry County.

**SECTION 9: OWNERSHIP OF ASSETS**

All assets maintained under Section 4 of this Agreement will remain assets of Hendry County. All assets that comprise a part of the County's Public Safety Radio System shall remain the assets of the County.

**SECTION 10: TERM OF AGREEMENT**

The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement or until the certificate of need for Hendry County is no longer valid, whichever comes first. The Agreement may be renewed for three (3) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, Hendry County shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

**SECTION 11: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

**SECTION 12: TERMINATION**

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon request of termination by Hendry County, the System Administrator will proceed to disable Hendry County's radios from the County's System. It will be the responsibility of Hendry County to reprogram Hendry County's radios removing the County's System information from the radios. Hendry County will complete reprogramming the Hendry County's radios within sixty (60) days of the date of termination.

**SECTION 13: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603  
With a copy to:

Radio System Administrator  
Palm Beach County Electronic Services & Security Division  
2601 Vista Parkway  
West Palm Beach, FL 33411-5610

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the Hendry County:

Donna Akin, EMS Chief  
Hendry County Public Safety  
PO Box 2340  
LaBelle, FL 33975

Mark Lapp, County Attorney  
Hendry County BOCC  
PO Box 2340  
Labelle, FL 33975

Gene Bair  
Bair's Electronic Services, Inc.  
557 Dr. Martin Luther King Blvd. East  
Belle Glade, FL 33430

#### **SECTION 14: APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Florida.

#### **SECTION 15: FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach and Hendry Counties.

**SECTION 16: ENTIRE AGREEMENT**

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and Hendry County concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Hendry County unless reduced to writing and signed by them.

**SECTION 17: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County officers.

**SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**SECTION 19: NO THIRD PARTY BENEFICIARY**

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Hendry County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS  
AND CONDITIONS:**

By: *[Signature]*  
County Attorney

By: *[Signature]* *jr*  
Audrey Wolf, Director  
Facilities Development & Operations

**ATTEST:**

**HENDRY COUNTY, a political  
subdivision of the State of Florida**

By: *[Signature]*

By: *[Signature]*  
Karson Turner, Chairman

Barbara S. Butler, Clerk

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *[Signature]*  
Mark Lapp, County Attorney

Attachment I

PALM BEACH COUNTY  
PUBLIC SAFETY RADIO SYSTEM  
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. System Maintenance and Administration Plan	June 6, 2002